EXHIBIT 22
[REDACTED]

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is dated and effective November//, 2010 (the "Effective Date") and is by and between Fair Isaac Corporation, a Delaware corporation, with its principal offices located at 901 Marquette Avenue, Suite 3200, Minneapolis, MN 55402 ("Licensor"), and Expedia, Inc., a Washington corporation with its principal place of business at 333 108th Avenue N.E., Bellevue, WA 98004 ("Expedia").

RECITALS

A.   Licensor is the owner and licensor of the software product or products listed and described on the attached Exhibit A; and

B.   Expedia wishes to license copies of Software, and obtain maintenance and support as set forth in this Agreement; and. Licensor wishes to license such software and provide maintenance and support services to Expedia.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1.   **DEFINITIONS.**

(a) "Affiliate" means with respect to Expedia any entity that is directly or indirectly Controlled by Expedia, Inc. (Delaware).   "Control" means the legal, beneficial, or equitable ownership of at least 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in such entity. An entity will cease to be an Affiliate, when such Control no longer exists.

(b) "Confidential Information" has the meaning given such term in the Non-Disclosure Agreement by and between Expedia and Licensor dated as of January 11, 2010, contract number LR1405705.

(c) "Documentation"   means   the   standard,   published   end-user   product documentation delivered with the Software, which includes the user guides, user instructions, Software descriptions Software specifications (if any), and technical documents concerning the installation, operation and use of the Software.

(d) "Error(s)" means a reproducible failure of or defect(s) in the Software which materially prevents it from performing in accordance with the Documentation and the Specifications.

(e) "Maintenance Release" or "Services Release" has the meaning given such term in Exhibit B.

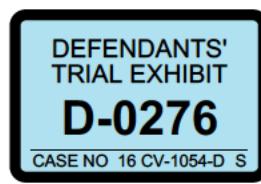(f) "New Release" or "Release" has the meaning given such term in Exhibit B.

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(g) "Object Code" means the computer software code which results from the translation or processing of Source Code by a computer into machine executable or intermediate code, which code is not readily understandable to a human being but is appropriate for execution or interpretation by a computer.

(h) "Revisions" means any Version, Release, or Service Release (as those terms are defined in Exhibit B) to the Software.

(i) "Software" means the Software described more fully on the attached Exhibit A, including any Revisions thereto that is provided under the license to Expedia by Licensor hereunder, provided that Expedia's rights with respect to the acceptance testing and warranties set forth in this agreement shall not apply to any such Revisions.

(j) "Source Code" means computer code in high level, human readable language, including comments, and all tools, utilities and documentation reasonably necessary to build and/or modify such code, including but not limited to functional requirements, technical requirements, design specifications, and release and update specifications.

(k) "Specifications" means all descriptions, requirements, features, functionality and specifications, if any, provided by or to Licensor with respect to the Software as set forth in the Documentation).

(l) "Support and Maintenance" means the support and maintenance services to be provided by Licensor to Expedia under this Agreement, as described further in Exhibit B.

All other initially capitalized terms shall have the meanings assigned to them in this Agreement.

2. **GRANT OF LICENSE**. Licensor hereby grants to Expedia and its Affiliates a non-exclusive, worldwide, perpetual, irrevocable (except as provided herein), non-transferable, non-sublicenseable, license to:

(a) install, use and operate for its internal business purposes any Software designated in Exhibit A as an "Enterprise" license on any number of networked or non-networked computers at any facility or location of Expedia or its Affiliates.

(b) use, reproduce, distribute internally, modify and make derivative works (provided that Expedia shall have no greater rights to such derivative works than of the Documentation itself) of the Documentation as reasonably necessary or desirable in connection with its installation, use and operation of the Software for internal business purposes and in accordance with the terms of the Agreement; and

(c) make a reasonable number of copies of the Software as necessary to install and use such software in accordance with the foregoing license and make a reasonable number of copies of the Software for emergency, archival, testing or backup purposes.

Expedia shall have the right without Licensor's consent to allow its employees, independent contractors, consultants, outsourced workers and interns hired by Expedia that are performing services for Expedia and joint venture partners of Expedia who are working

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D-0276-002

with or on behalf of Expedia in areas that involve or require the use of the Software; provided that, (i) any such persons or entities are not (to Expedia's knowledge) a Licensor Competitor, (ii) such use is solely for the benefit of Expedia (or its Affiliates), is within the scope of the licenses granted under this Agreement, and is only to the extent necessary for such party to perform services for Expedia, (iii) Expedia must require any such party to agree to comply with the terms of this Agreement, and (iv) Expedia is liable to Licensor for all acts and omissions of any such party in violation of the terms of this Agreement.   "Licensor Competitor" means any person or entity that provides products or services that directly or indirectly compete with the Software. Expedia shall not provide access to or use of any Software or Documentation to any Licensor Competitor without Licensor's prior written consent (which consent shall not be unreasonably delayed or withheld).

3.   **RESTRICTIONS ON LICENSE.** Expedia may not modify, decompile, disassemble or otherwise reverse engineer the Software except as otherwise specifically permitted hereunder. In addition, Expedia may not use the Software as a service bureau, as an application service provider, to perform consulting or training services for any third party or in any commercial time share arrangement. Expedia will not remove any copyright, trademark, patent, confidentiality notices, or any other proprietary legends that appear on the Software or Documentation as delivered to Expedia. Expedia shall not disclose or publish performance benchmark results for the Software to a third party without Licensor's prior written consent.

4.   **TITLE.** Except as expressly licensed to Expedia in this Agreement, Licensor retains all right, title and interest in and to the Software and Documentation. Expedia retains all right, title and interest in and to any Expedia hardware and software used in conjunction with the Software.

5.   **DELIVERY AND ACCEPTANCE**.

        (a) Delivery. Licensor shall deliver the Software and one complete copy of the applicable Documentation to Expedia within ten (10) days of the Effective Date. In the event that any Software or Documentation is lost or damaged during shipping, Licensor shall promptly replace such lost or damaged item at no charge to Expedia.

        (b) Evaluation and Acceptance. Each Platform Version (as that term is defined in Exhibit A) of the Software will be delivered electronically upon full execution of the Agreement. Expedia shall have up to two (2) years after full execution of the Agreement, so long as the Support Period has not expired or been terminated by Expedia ("Acceptance Period") to evaluate each such Platform Version of the Software to determine whether such Software is operating without material Errors in material accordance with the Specifications, if any, and the Documentation and to provide written notice of acceptance or rejection to Licensor (collectively, an "Acceptance Test"). In the event Expedia fails to submit a written acceptance, or rejection (through notice of Error of the Platform Version of the Software as specified above) within the Acceptance Period, such Platform Version of the Software shall be deemed accepted. The date such Platform Version of the Software is accepted or deemed accepted as provided above shall be the "Acceptance Date" for the applicable Platform Version. If Expedia discovers such Errors in such Platform Version of the Software during the Acceptance Period, it will notify Licensor in writing of such Error (along with complete and detailed information describing the Error), and then upon its receipt of written

1476509

D-0276-003

notice of an Error Licensor shall use commercially reasonable efforts to promptly correct such Errors within twenty (20) days following receipt of notice thereof and redeliver such Software to Expedia for a further Acceptance Test. The process set forth above will be repeated each time such Software is redelivered until such Software is accepted by Expedia (as set forth above), provided that if Licensor is unable to correct such Errors in the Platform Version of the Software within one hundred eighty (180) days of its receipt of the most recent Error notice, then Expedia may at any time thereafter upon written notice: (i) extend the correction period; or (ii) terminate the license under this Agreement with respect to the nonconforming Platform Version of the Software or any part thereof immediately upon written notice. In the event of any termination by Expedia under this paragraph, Licensor will promptly provide Expedia with a full refund of the prorated portion of the license fees previously paid under this Agreement for such non-conforming Platform Version of the Software and the pro rata portions of any prepaid and unearned Maintenance and Support fees associated with such nonconforming Platform Version of the Software within thirty (30) days of termination. For example, if there are two Platform Versions of the Software initially delivered, then the fees attributable to each such Platform Version of the Software shall be equal to fifty percent (50%) of the total license fees previously paid for the both Platform Versions of the Software.

6.   **LICENSE FEES**. In consideration of the license granted hereunder, and the other covenants of Licensor hereunder, Expedia agrees to pay Licensor the license fees set forth in Exhibit A (the "License Fees"). Licensor shall invoice Expedia for such License Fees upon the delivery date, and such invoice shall be payable as set forth in Section 9 below.

7.   **PUBLICITY/INFORMATION REQUESTS**. Licensor shall not cause or permit to be released any publicity, advertisement, news release, or public announcement, or any denial or confirmation thereof, in whatever form, regarding any aspect of this Agreement or the relationship between Licensor and Expedia without Expedia's prior written approval. Licensor shall not use the name, tradename, service marks, trademarks, trade dress or logo of Expedia in publicity releases, advertising or similar activities without the prior written consent of Expedia. This provision shall survive termination of this Agreement.

8.   **SUPPORT AND MAINTENANCE**. Licensor shall provide Support and Maintenance in accordance with the terms and conditions set forth in Exhibit B. Such Support and Maintenance shall be provided for an initial period of one (1) year after the Effective Date (the "Initial Support Period"). Support and Maintenance will renew for additional periods of one (1) year (each an "Annual Support Period"), unless Expedia, at its option, elects not to renew such Support and Maintenance upon written notice to Licensor on or prior to the expiration of the previous Support and Maintenance period. "Support Period" means the Initial Support Period or any Annual Support Period. The fee for annual Support and Maintenance for the Initial Support Period and each applicable renewal Annual Support Period (the "Support Fee") is set forth in Exhibit A and shall be invoiced by Licensor in advance of each annual period while Support and Maintenance is in effect. Expedia may terminate Support and Maintenance (i) at any time without cause immediately upon written notice to Licensor, or (ii) 30 following written notice of material breach of Licensor's Support and Maintenance obligations if Licensor does not cure such breach within such 30-day notice period, and Expedia shall be entitled to a prorated refund of the Support Fee only in the event that such termination is due to any material breach by Licensor of its Support and Maintenance obligations.

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Page 4 of 23

1476509

D-0276-004

9.   **INVOICES/MANNER OF PAYMENT**. All invoices submitted by Licensor to Expedia shall contain sufficient detail to allow Expedia to determine the accuracy of the amount(s) billed. All invoices shall be expressed and paid in U.S. dollars. Payment of undisputed amounts due hereunder will be made by Expedia to Company within thirty (30) days from Expedia's receipt of an invoice submitted in accordance with such reasonable process or procedure as Expedia may from time to time notify Licensor. If any invoice is disputed, the disputed amount will be due and payable within thirty (30) days after resolution of such dispute in accordance with Section 22(m), Dispute Resolution.

10.   **CONFIDENTIALITY**. Expedia and Licensor have entered into a Non-Disclosure Agreement dated January 11, 2010, contract number LR1405705 ("NDA"), and hereby agree that the terms of the NDA will be deemed incorporated herein. The parties further agree that in the event that there is a conflict between the terms and conditions of this Agreement and the NDA, with respect to the subject matter of the NDA, the terms of the NDA will control.

11.   **NO OBLIGATION/INDEPENDENT DEVELOPMENT**. Nothing in this Agreement will be construed as restricting Expedia's ability to acquire, license, develop, manufacture or distribute for itself, or have others acquire, license, develop, manufacture or distribute for Expedia, similar technology performing the same or similar functions as the technology contemplated by this Agreement, or to use, market and distribute such similar technology in addition to, or in lieu of, the technology contemplated by this Agreement.

12.   **LICENSOR REPRESENTATIONS AND WARRANTIES**. Licensor represents and warrants that:

(a)   It has taken all necessary corporate action and has the full power and authority to enter into and perform according to the terms of this Agreement and grant the license rights set forth herein; and the execution, delivery and performance of this Agreement, and the grant of rights to Expedia hereunder, do not to Licensor's knowledge violate or conflict with the rights of any third party;

(b)   Licensor's work under this Agreement shall be performed in a professional manner and shall be performed in accordance with industry standard grade, nature, and quality. To assert a warranty claim for the warranty under this Section 12(b), Expedia must notify Licensor within 30 days after the defective services were performed. Upon receipt of such a notice, Licensor shall as its sole obligation and Expedia's exclusive remedy re-perform the non-conforming services. If Licensor is unable to re-perform such services in accordance with the foregoing, Licensor shall reimburse Expedia for the pro rata portions of any prepaid and unearned Maintenance and Support fees;

(c)   Licensor warrants that for, for so long as the current Support Period has not expired or been terminated by Expedia (the "Warranty Period"):

(i)   The Software shall not contain any program, routine, device or other feature, including without limitation, a so-called time bomb, automatic shut-down, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door, or other harmful code or device which (a) is designed to delete, disable, deactivate, provide unauthorized access, interfere with or otherwise harm any software, program, data, device, system or

1476509

D-0276-005

service; (b) is intended to provide unauthorized access or to produce unauthorized modifications; (c) causes the Software to be erased, to become inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed for any reason; (d) prevents Expedia's use of the Software in all material respects in accordance with the Specifications; or (e) could otherwise be the proximate cause of harm to Expedia's hardware, software, networks, or systems, or those of its Affiliates or customers. Notwithstanding the foregoing, the Software may contain license controlling devices that require the input of a license key string upon installation. Failure to input the correct license key string (which will be provided to Expedia upon delivery of the Software) will cause the Software to be inoperable until the correct license key string is inputted, and Expedia acknowledges that such a license controlling device is not a breach of this warranty;

(ii)   Regardless of the particular date, year, century or other chronological variable, the Software (1) will accurately process date information (e.g., accept date input, provide date output and perform calculations and comparisons on dates and portions of dates), (2) will function without material interruption due to a change in date (e.g., results, data or information processed, generated or transmitted in connection with such change in date therewith, shall be made incorrect, invalid, or be adversely affected by such change in date;

(iii)   The Software is not subject to any license or other restriction that requires, as a condition of use or distribution of the Software, modification, or distribution thereof, that the Software (or other software combined or distributed with the Software) be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge; and

(iv)   The Software shall substantially conform to the Specifications, if any, and the Documentation.

(v) In the event of a breach of any of the foregoing warranties in this Section 12(c), Licensor, at its own expense and as its sole obligation and Expedia's exclusive remedy, agrees to promptly (and in all cases Licensor will use its commercially reasonable efforts to within 45 days of being notified of an Error or nonconformity) repair or replace the Software in accordance with the Error resolution timeframes set forth in Exhibit B, at no additional charge to Expedia, so that all Errors or non-conformities in the Software of which Expedia notifies Licensor (a) during the Warranty Period are corrected and the Software meets all of the foregoing warranties. If, due to no fault of Expedia, Licensor is not able to repair or replace the Software in accordance with the foregoing after being notified by Expedia of the Error, then Expedia may terminate this Agreement and Licensor shall promptly refund to Expedia a portion of any prepaid and unearned License Fees, prorated based on a 60-month, straight-line basis, and a pro rata portion of any pre-paid and unearned Support Fees under this Agreement. Any Error or nonconformity of which (a) Expedia notifies Licensor following the Warranty Period, or (b) which otherwise come to Licensor's attention, will be addressed under Support and Maintenance Services provided hereunder.

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Page 6 of 23

1476509

D-0276-006

13.   **EXPEDIA REPRESENTATIONS AND WARRANTIES**.   Expedia warrants and represents that it has taken all necessary corporate action and has the full power and authority and all necessary rights to enter into and perform according to the terms of this Agreement and that the execution, delivery and performance of this Agreement do not violate or conflict with the rights of any third party.

14.   **WARRANTY DISCLAIMER**.   EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES MADE BY EITHER PARTY, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES OF TITLE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXPEDIA IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS OR SERVICES PROVIDED BY LICENSOR UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY EXPEDIA.

15.   **INDEMNIFICATION**.

(a) Licensor shall, at its expense, defend, indemnify and hold harmless Expedia and its Affiliates (and their respective employees, officers, and directors) (the "Indemnified Parties") from and against any and all claims, actions, suits, demands, obligations, and proceedings of any kind asserted or filed against Expedia or any other Indemnified Party by any third party (collectively the "Claims"), and any and all damages awarded against the Indemnified Parties, reasonable costs and expenses (including reasonable attorneys' fees, witness fees and court costs) incurred by the Indemnified Parties in connection with such Claims, to the extent, arising out of or relating to (i) any breach or alleged breach of any of Licensor's representations or warranties under this Agreement; (ii) any actual or alleged infringement or violation of any intellectual property rights that the Software infringes any registered patent, copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act; (iii) relating to any bodily injury or death to any person (including specifically to any employee or contractor of Licensor) caused by Licensor (or any authorized party acting on behalf of Licensor) to the extent resulting from gross negligence or willful misconduct; (iv) relating to any loss, disappearance, or damage to tangible personal property of Expedia or any third party caused by Licensor (or any authorized party acting on behalf of Licensor) to the extent resulting from gross negligence or willful misconduct.

(b) Expedia will: (i) provide Licensor reasonably prompt notice in writing of any such Claim; and (ii) promptly provide Licensor all reasonable and necessary information, assistance and authority, at Licensor's expense, to help Licensor to defend such Claims; and (iii) have the right to recommend the counsel selected by Licensor for defense of the Claims. Licensor will not have any right, without Expedia's written consent (which consent shall not be unreasonably delayed or withheld), to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability, infringement, blame or wrongdoing (whether in contract, tort or otherwise) on the part of Expedia or its Affiliates or otherwise requires Expedia or its Affiliates to take or refrain from taking any material obligation (such as the payment of fees.

(c) In the event that the Software or the Documentation, or any portion thereof, is

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held to constitute an infringement of any rights set forth in section 15(a)(i) and the use thereof as set forth in this Agreement is enjoined, Licensor shall notify Expedia and immediately, at Licensor's expense (and at no additional cost to Expedia): (i) procure for Expedia the right to continue to use the Software, Documentation or portion thereof, as applicable, as licensed in this Agreement; or (ii) replace or modify the Software, Documentation or portion thereof with a version that is non-infringing, provided that the replacement or modified version is at least substantially equivalent in material function and substantially conforms to the Documentation and the Specifications. If (i) or (ii) are not available to Licensor, then in addition to any damages or expenses reimbursed under Section 15(c), Licensor shall refund to Expedia all License Fee amounts paid to Licensor by Expedia for such infringing Software under this Agreement prorated based on a 60-month, straight-line basis, and a pro rata portion of any pre-paid and unearned Support Fees associated with such infringing Software.

(d)   Licensor has no obligation with respect to any claim based upon: (i) any violation of the terms of Expedia's license; (ii) any combination or use of any Software with other products, equipment, software, or data not supplied or approved by Licensor; (iii) any modification of a Software made pursuant to Expedia specifications or any other modification made by any entity other than Licensor and its affiliates; or (iv) any claim that would have been avoided had Expedia upgraded to a new version or release of the Software made available by Licensor to Expedia, provided that Licensor notifies Expedia of the requirement to upgrade to a new version or release of the Software to avoid such claim.

16.   **TERM AND TERMINATION**.

(a)   Either party may suspend performance and/or terminate this Agreement upon thirty (30) days prior written notice if the other party is in material breach of any material provision of this Agreement and fails to cure that breach within such notice period.

(b)   In the event of termination or expiration of this Agreement for any reason Sections 4, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 22 shall survive termination. If Expedia terminates for Licensor's uncured material breach in accordance with Section 16(a), upon Expedia's request, Licensor will make its staff available to assist with transition for up to twelve (12) months on mutually agreeable hourly rates and other reasonable terms agreed upon by the parties, and all licenses granted to Expedia under this Agreement shall continue as if the Agreement had not been terminated until the agreed-upon conclusion of such transition assistance. If Licensor terminates for Expedia's uncured material breach in accordance with Section 16(a), (i) all licenses granted to Expedia under this Agreement will terminate immediately, as will all Licensor Support and Maintenance obligations; (ii) Expedia shall immediately cease using the Software and Documentation (including all intellectual property arising from or related to the foregoing); (iii) Expedia shall remove all copies of the Software and Documentation from its computers and systems; (iv) Expedia shall either (a) destroy all copies of the Software, Documentation, and other related Licensor Confidential Information and intellectual property in Expedia's possession; or (b) at Licensor's option, return to Licensor all copies of the Software, Documentation, and other Licensor Confidential Information and intellectual property in Expedia's possession.

FES393c5ce90-b536-4d29-ae9d-bd15838e1858LR1476509 Expedia-FICO Software License Agreement (final)APQ201011111026506576.docx   *EXPEDIA CONFIDENTIAL*

Page 8 of 23

1476509

17.   LIMITATION OF LIABILITY.   NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF THIS AGREEMENT, OR FROM THE PERFORMANCE OR BREACH HEREOF, OR FROM THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR COST SAVINGS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.   EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) WILL BE LIMITED TO THE GREATER OF: TWICE THE AMOUNT PAID BY EXPEDIA FOR THE SOFTWARE OR SERVICES TO WHICH THE CLAIM(S) RELATE(S) DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO THE LIABILITY UNDER THIS AGREEMENT; OR ONE MILLION DOLLARS (US$1,000,000.00).   THE LIMITATIONS SET FORTH IN THIS SECTION 17 ABOVE SHALL NOT APPLY TO ANY LIABILITIES ARISING OUT OF: (I) THE INDEMNIFICATION OBLIGATION IN SECTION 15, (II) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (III) EXPEDIA'S VIOLATION OF OBLIGATIONS UNDER SECTIONS 2 (GRANT OF LICENSE), 3 (RESTRICTIONS ON LICENSE), OR 4 (TITLE).

18.   TRANSFER AND ASSIGNMENT.

(a)   This Agreement may not be assigned or transferred by Expedia or Licensor without the other party's prior written approval, which approval shall not be unreasonably delayed or withheld, except that Expedia may assign this Agreement to an Expedia Affiliate without Licensor's prior consent. Expedia shall notify Licensor prior to any assignment to an Affiliate.   In the event of an unauthorized assignment by a party, the other party shall have the right to terminate this Agreement.   Any attempt to assign or transfer all or any part of this Agreement without first obtaining that written consent will be void and of no force or effect. Notwithstanding the foregoing, upon prior written notice to Expedia, Licensor may delegate the performance of this Agreement, in whole or in part, to any Licensor Affiliate, and to disclose to those affiliates any data or other information received from or through Expedia that Licensor deems appropriate for the performance of the delegated activities; but Licensor must require the Licensor Affiliate to adhere to all license restrictions and obligations of confidentiality imposed by this Agreement upon Licensor with respect to that data and other information, and Licensor remains liable for all acts and omissions of any such Licensor Affiliate under this Agreement. For purposes of this Section 18: (a) "Licensor Affiliate" means any entity that is both (i) directly or indirectly Controlled by Licensor, and listed on Exhibit C; (b) "Control" means the legal, beneficial, or equitable ownership of at least 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in such entity; and (c) an entity will cease to be a Licensor Affiliate, when such Control no longer exists.

(b)   The parties recognize that the fees charged to Expedia for the Software have been determined based primarily on the size of the aggregate Gross Annual Revenue of Expedia (including its Affiliates) (the "Revenue Footprint"). For that

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Page 9 of 23

1476509

reason, the parties agree that following any Acquisition Event, Expedia (or the applicable Affiliate) shall not permit that other entity to use the Software or process any additional data from that entity through the Software (either combined with Expedia's data (or its Affiliate's data) or as a separate portfolio), or otherwise make any expanded use of any Software as a result of that Acquisition Event unless and until Licensor and Expedia have agreed in writing upon the amount of additional License Fees and applicable Support Fees (if any) for and the negotiated scope of such expanded license to any such Software. Such additional fees (if any) for any such expanded use of the applicable Software, for the same license scope, shall be determined based on the proportional comparison of the post-Acquisition Event Revenue Footprint of the combined entity compared to the Revenue Footprint immediately prior to the transaction. For example, if the Revenue Footprint is $1,000,000 prior to the Acquisition Event, and the Revenue Footprint of the combined entity is $1,250,000 following the Acquisition Event, then the additional fee for such expanded use with respect to the Acquisition Event, assuming no change in license scope, would be equal to 25% of Expedia's total License Fees paid prior to the Acquisition Event, plus an additional Support Fee equal to 18% of the additional License Fee. Expedia shall promptly notify Licensor in writing of any Acquisition Event within a reasonable period of time (not to exceed 60 days from any such transaction). "Acquisition Event" means any event or transaction through which Expedia (or an Affiliate) (i) acquires the right to process the business of another entity, or (ii) is acquired by, acquires, or merges with any entity that has Gross Annual Revenue at the time of the transaction that is greater than or equal to twenty percent (20%) of Expedia's Gross Annual Revenue. "Gross Annual Revenue" means the gross annual revenue as stated in the most recently available quarterly SEC or similar filing (i.e., 10K annual report, or 10Q quarterly report) based on the consolidated financial statements in such filing.

19.   **INSURANCE**. Licensor warrants that it will maintain the following insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, Licensor will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance covering its obligations under this Agreement:

(a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) products and completed operations, and (iv) personal and advertising injury including contractual liability coverage, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate;

(b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars ($1,000,000) for each accident;

(c) Workers Compensation at statutory limits and Employer's Liability at limits not less than One Million Dollars ($1,000,000) per occurrence; and

(d) Professional Liability Insurance with a combined single limit of not less than Five Million Dollars ($5,000,000) per occurrence. Such insurance will include

FES393c5ce90-b536-4d29-ae9d-bd15838e1858LR1476509 Expedia-FICO Software License Agreement
(final)APQ201011111026506576.docx   *EXPEDIA CONFIDENTIAL*

Page 10 of 23

1476509

D-0276-010

coverage for errors, omissions or negligent acts in the delivery of products and services. Such errors and omissions insurance will include coverage for claims with respect to the Software, Software Documentation, Support and Maintenance, Training, network risks (such as data breaches, unauthorized access, ID theft, privacy violations, degradation, downtime, etc.) and infringement of copyrights and trademarks. The Professional Liability Insurance retroactive coverage date will be no later than the Effective Date.

Licensor will ensure that (a) that with respect to the insurance policies listed above it seeks a waiver of subrogation against Expedia and its affiliates, (b) the Commercial General Liability, and Business Auto Liability policies name Expedia as additional insureds, and (c) Expedia is to receive notice in writing of any cancellation, modification or non-renewal of policies. Within thirty (30) days following the Effective Date, Licensor will furnish to Expedia a copy of certificates of insurance and such other documentation relating to such policies as Expedia may reasonably request. All insurance must be issued by one or more insurance carries Best's rated B+, V or better. Licensor's insurance will be designed to be primary and non-contributory with respect to all obligations assumed by Licensor under this Agreement.

20.   TAXES. The amounts to be paid by Expedia to Licensor herein are exclusive of all "Taxes", which for purposes of this Agreement shall mean all taxes that Licensor may be assessed in the performance of its obligations pursuant to this Agreement, except for taxes based upon Licensor's net income. Licensor will collect such Taxes, and the appropriate amount shall be added to and separately stated on Expedia's invoice and paid by Expedia, unless Expedia provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. Licensor will exempt Expedia effective on the date Licensor receives the valid certificate and for so long as the certificate is valid and in force. Licensor shall promptly remit to the appropriate tax authority all taxes collected from Expedia on account of Expedia's tax obligations, if any, and in accordance with Section 22(d), Licensor shall indemnify Expedia against any and all losses, costs, and expenses (including reasonable attorneys' fees) which result from Licensor's violations of its obligations under this section. If Licensor receives a refund of taxes attributable to amounts paid by Expedia under this Agreement by Expedia, Licensor shall pay the refunded amount to Expedia within 30 days of its receipt. Except as provided above, under no circumstances may Licensor include on its invoices charges arising out of or related to researching, reporting on or correcting tax, accounting or reconciling errors or shortfalls of which it has been notified.

21.   INTENTIONALLY OMITTED.

22.   MISCELLANEOUS.

        (a) Entire Agreement, Merger and Waiver. This Agreement does not constitute an offer by Expedia and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements or communications. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Licensor and Expedia by their respective duly authorized representatives. Licensor's obligations under this Agreement shall be binding on Licensor's successors, including any trustee or debtor in possession that may succeed to Licensor's rights under this Agreement. No waiver of any breach of any provision of this

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Page 11 of 23

1476509

D-0276-011

Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(b)   Captions. The captions of this Agreement are provided for convenience only and shall not be used in construing its meaning.

(c)   Authority. If Licensor is a corporation, partnership or limited liability company, each individual executing this Agreement on behalf of Licensor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensor and that this Agreement is binding upon Licensor according to its terms. Upon request by Expedia, Licensor shall deliver to Expedia such evidence of authorization as Expedia may require.

(d)   Expedia and Licensor Relationship. Licensor is an independent contractor for Expedia in connection with the services it provides under this Agreement, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency, or joint venture, or franchise. Licensor agrees to be responsible for all of Licensor's federal and state taxes, withholding, social security, insurance, and other benefits. Upon request, Licensor shall provide Expedia with reasonable proof of independent contractor status (including a valid business license in the State in which Licensor is incorporated). Licensor further warrants that in the event the Internal Revenue Service or any other state or local agency determines that employee, sub-vendor, or independent contractor of Licensor is a common law employee of Expedia and therefore subject to withholding and payroll taxes (e.g. federal income tax, FICA, FUTA, etc.), Licensor will fully indemnify Expedia for all such withholding and payroll taxes, and associated interest and penalties, if any, together with any other obligations of any kind, assessed against or owed by Expedia in connection with such determination. In the event taxes are required to be withheld on payments made hereunder by any U.S. (state or federal) or foreign government, Expedia may deduct such taxes from the amount owed Licensor and pay them to the appropriate taxing authority. At Licensor's written request and expense, Expedia will use reasonable efforts to cooperate with and assist Licensor in obtaining tax certificates or other appropriate documentation evidencing such payment, provided, however, that the responsibility for such documentation shall remain with Licensor.

(e)   Governing Law; Attorneys' Fees. This Agreement shall be governed by the laws of the State of New York, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised, which the parties expressly agree does not apply to this Agreement. The parties specifically consent to jurisdiction and venue in the state and federal courts sitting in New York County in the State of New York. In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees, including without limitation, costs and fees incurred on appeal or in a bankruptcy or similar action.

(f)   Severability; Waiver. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of

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Page 12 of 23

1476509

D-0276-012

the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement shall be construed as though all parties had drafted it. The terms of this Agreement shall supersede the terms of any purchase order submitted in connection with this Agreement.

(g) Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and as executed shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart.

(h) Exhibits. All schedules, exhibits and attachments which are annexed to this Agreement are expressly made a part of this Agreement and are incorporated herein by this reference. All references to this Agreement shall be deemed to refer to and include this Agreement and all such schedules, exhibits and attachments, as amended from time to time in writing.

(i) Compliance with Law. Each party shall comply, at its own expense, with the provisions of all federal, state, provincial and local laws, regulations and ordinances which are applicable to performance of this Agreement.

(j) Intentionally omitted.

(k) Subcontractors. Licensor shall not subcontract with any other party for the furnishing of work herein without Expedia's prior written approval.

(l) Verification. Expedia shall maintain adequate records of Expedia's use of the Software. On Licensor's written request, Expedia shall promptly provide to Licensor a written certification executed by an authorized officer of Expedia that provides verification that the Software are being used in accordance with the provisions of this Agreement. In addition, upon not less than 30 days' prior written notice to Expedia, Licensor may, at its expense, audit Expedia's use of the Software. Audits must be conducted at Expedia's facilities during regular business hours and must be conducted so as to interfere as little as reasonably possible with Expedia's business activities. Licensor may conduct audits no more than once in any twelve (12) month period. If, as a result of an audit, Licensor learns that Expedia is or has been using more licenses than the number of licenses Expedia has purchased, or if Licensor learns that Expedia has otherwise materially breached this Agreement, then Expedia shall, in addition to paying any License Fees or other amounts that should have been paid by Expedia, reimburse Licensor for the cost of the audit. Except as required by law, Licensor shall treat Expedia's procedures and processes disclosed during the audit as Expedia's Confidential Information.

(m) Dispute Resolution. Without limiting either party's termination rights hereunder, or any right to seek injunctive relief for any breach of this Agreement relating to the protection of its confidential information or intellectual property rights, if a dispute arises under this Agreement (a "Dispute"), including without limitation any Disputes arising out of any amount due to a party hereto, then prior to bringing any suit, action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing

FES393c5ce90-b536-4d29-ae9d-bd15838e1858LR1476509 Expedia-FICO Software License Agreement
(final)APQ2010111111026506576.docx *EXPEDIA CONFIDENTIAL*

Page 13 of 23

1476509

the Dispute and requesting it be resolved pursuant to this dispute resolution process (the "Dispute Notice"). If the parties are unable to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice, then each party shall promptly (but no later than five (5) business days thereafter) (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (the "Designated Representative"), and (b) notify the other party in writing of the name and contact information of such Designated Representative. The Designated Representatives shall then meet as often as they deem necessary in their reasonable judgment in order to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives shall mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating the Dispute made by one party to the other party shall be honored. If the parties are unable to resolve the Dispute within sixty (60) days after the appointment of both Designated Representatives, then either party may proceed with any other available remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

EXPEDIA, INC.   Fair Isaac Corporation
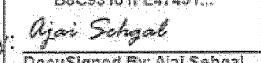
B8C93101FE47451...   92CADC9FA3E4480...
By: *Ajai Sehgal*   By: *Aaron Jaeger*
    DocuSigned By: Ajai Sehgal   DocuSigned By: Aaron Jaeger
Name: Ajai Sehgal   Name: Aaron Jaeger
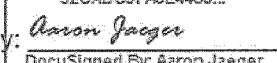
Title: VP Technology PSG   Title: Finance - Senior Director

Date: November 11, 2010 | 10:42 PT   Date: November 11, 2010 | 11:58 PT

1476509

D-0276-014

EXHIBIT A

SOFTWARE DESCRIPTION AND ADDITIONAL LICENSE TERMS

The FICO™ Blaze Advisor® development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The FICO™ Blaze Advisor® deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing.

1. LICENSE AND SUPPORT FEES; OTHER TERMS

Product	Item #	Term	Scope/Quantity	Price	Total
Blaze Advisor Deployment Platform: .Net and JAVA	280-DPLI-03	Perpetual	Enterprise	▮	▮
Blaze Advisor Development Platform: .Net and JAVA	280-DVLI-03	Perpetual	Enterprise use on up to 3 Seats	▮	▮
Compiled Sequential for Blaze Advisor Platform: .Net and JAVA	280-SQPL-03	Perpetual	Enterprise	Included in License Fees above	Included in License Fees above
Documentation for Blaze Advisor: User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in License Fees above
Support Fee for Blaze Advisor Software:	280-OOMN-08	Initial Term: One year	1	▮ of total License Fees	▮ year one (annual fee thereafter subject to annual adjustment set forth in Exhibit B)
TOTAL LICENSE AND FIRST YEAR SUPPORT FEES – (US Dollars $)					▮

     1.1.   License Fees.   Licensor shall invoice Expedia License Fee upon delivery of each Platform Version of the Software for the License Fees listed above for such Platform Version of the Software, and Expedia shall pay such fees in accordance with Section 9 of the Agreement.

     1.2.   Support Fees. Licensor shall invoice Expedia for the Support Fees in the amount set forth above for the Initial Support Period upon the Effective Date of the Agreement. For each subsequent Annual Support Period, Licensor shall invoice Expedia upon the first day of such Annual Support Period. Expedia shall pay such Support Fees in accordance with Section 9 of the Agreement. The Support Fees set forth above cover Support and Maintenance only for the licenses to the Software set forth in this document and do not cover any other licenses to the Software granted to Expedia under any other agreement. The total Support Fees for the Software for each Annual Support Period following the Initial Support Period will be calculated based on the total License Fees paid by Expedia for the Software under this document and all other agreements.

     1.3.   Platforms/Options. Expedia's license to the Software includes the right to use only the version of the Software for the specific supported platform(s) that are noted above in this Exhibit B (i.e., Java, COBOL or .NET) (each a "Platform Version"). If Expedia desires versions of the Software for additional supported platforms, an additional fee

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Page 15 of 23

1476509

D-0276-015

applies. Unless specifically noted as being purchased in this Exhibit A, Expedia does not obtain any right to options or additional related products (e.g., Compiled Sequential, SmartForms, Decision Simulator) by virtue of its purchase of a license to the Software.

   1.4. Seat License. If the "Scope/Quantity" of the license for any Software is designated in this Exhibit A as limited to a specified number of "Seats", then Expedia shall not use such Software for more than the specified number of Seats. "Seat" means an identified individual user on a single personal computer or workstation.

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1476509

Attorneys' Eyes Only

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D-0276-016

EXHIBIT B

SUPPORT AND MAINTENANCE

1. DEFINITIONS

Agreement	The order form or agreement under which Expedia has licensed generally available software from Licensor.
Application Software	Software designated by Licensor as an application product in the Agreement.
Business Day	A calendar day Monday through Friday, excluding holidays observed by Licensor.
Bypass	One or more procedures recommended by Licensor to avoid an Error or to mitigate the impact of an Error on the Expedia's business operations, including backing out to a previous Release or rebooting systems, SQL scripts, configuration changes and/or implementing a specific release of a third party software product.
Expedia	The Licensor's client identified in the Agreement.
CPI	The Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.
End of Life (EOL)	The date upon which Licensor no longer generally provides Support and Maintenance of the Software.
End of Release (EOR)	The date upon which Licensor no longer generally provides Support and Maintenance of a specific Release of the Software.
End of Version (EOV)	The date upon which Licensor no longer generally provides Support and Maintenance of a specific Version of the Software (including all Releases to that Version).
Error	A persistent malfunction, inherent within the Software, that prevents the Software from operating according to its standard technical documentation.
Extended Support	Entitles Expedia to Support for a Release that has been designated as EOR or Version that has been designated as EOV.
Licensor	Fair Isaac Corporation and its subsidiaries.
Maintenance	Entitles Expedia to standard Versions, Releases and Service Releases in accordance with this policy when and if made generally available by Licensor to its clients that purchase support and maintenance for the Software.
Patch	A programmatic correction to the Software, targeted to address a specific Error that has undergone limited or no regression testing.
Release	An update to the Software designated by Licensor as "right of dot" (i.e., X.y.z where y is the Release number). A Release will generally include minor improvements, functionality modifications, or Error corrections developed since the previous Release.
Service Release	An update to the Software designated by Licensor as "right of the second decimal" i.e., X.y.z where z is the Service Release number). A Service Release will generally contain one or more fixes for recognized Errors.

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EXPEDIA CONFIDENTIAL

Page 17 of 23

1476509

D-0276-017

Severity Level	A number assigned by Licensor in accordance with Section 3.8 to a Expedia-reported Error with the Software.
Support	Entitles Expedia to submit questions about the Software to Licensor Product Support, in order for Licensor to use commercially reasonable efforts to resolve operating Errors that are attributable to the Software, and to resolve verified and reproducible Errors in the Software.
Support Fees	Fees for Support and Maintenance applicable to the Software, including any Extended Support fees.
Support Hours	Hours Licensor is available to provide Support, as specified in Section 3.7.
Support Site	Licensor's public website located at http://www.fico.com, or a successor URL designated by Licensor.
Tool Software	Software designated by Licensor as a tool product on the Support Site.
Version	An update to the Software designated by Licensor as "left of dot" (i.e., Version X.y.z where X is the Version number). A new Version of the Software will generally include significant additional features, functionality, performance improvements, simplifications or improvements to the operator interfaces, and/or load capacity.

2. MAINTENANCE

2.1.   Subject to payment of the applicable Support Fees and compliance by Expedia with the terms of this policy and the Agreement, Licensor will provide Maintenance for each Platform Version of the Software as set forth in this policy. Licensor represents and warrants that it will not discontinue providing Maintenance for any individual Platform Version (without regard to a particular Version or Release of such Platform Version) of the Software for the first three (3) years following the Effective Date the Agreement.

2.2.   Service Releases are made available for the most current Release. If an Error is discovered on a previous Release and that Error has been resolved in a subsequent Release (or Service Release to that subsequent Release), Expedia will be advised to install the most current Release and, if applicable, Service Release.

3. SUPPORT

3.1.   Subject to payment of the applicable Support Fees and compliance by Expedia with the terms of this policy and the Agreement, Licensor will provide Support for the Software (and all Releases and Service Releases thereof) as set forth in this policy.

3.2.   To receive Support Expedia must:

(a) designate primary and secondary liaisons that have been sufficiently trained on the Software, and ensure Expedia's support requests are centralized through these Expedia liaisons;

(b) use reasonable efforts, including consulting Licensor-supplied documentation, to verify that reported Errors are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting Licensor for Support; and

(c) notify Licensor of any Error with the Software in a timely manner after becoming aware

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1476509

D-0276-018

of an Error with the Software; and

(d) provide all supporting information as reasonably requested by Licensor and available to Expedia, that is relevant to verifying, diagnosing, or correcting the Error, including but not limited to product log files, configuration files, screen prints and information regarding any changes made to the Software configuration or third-party platforms and components.

3.3. Licensor will only be obligated to provide Support when the Software is operated on or in connection with supported third-party platforms and components installed on designated equipment, as stated in the Documentation for the Software. If third-party support is retired or discontinued for such third-party platforms or components, Expedia may be required by Licensor to upgrade to the third-party platforms or components currently supported in order to continue receiving Support.

3.4. Unless otherwise agreed in writing, Support is provided in the English language only.

3.5 As part of its product lifecycle, Licensor may designate on the Support Site:

(a) a Release of Software as EOR, for which Extended Support may be available;

(b) a Version of Software as EOV, for which Extended Support may be available; and

(c) the Software as EOL, provided that the effective date of such designation is at least eighteen (18) months after the initial designation on the Support Site.

3.6 Unless otherwise designated by Licensor on the Support Site:

(a) For Application Software, Licensor will provide Support for the current Version (which includes, only for purposes of this section 3.6(a), all Releases to that Version) of the Software and the prior Version, but only for a maximum of 12 months after release of the current Version. For example, assuming Versions 7.0 and 8.0 exist, as Licensor makes generally available Version 9.0, Licensor would designate Version 7.0 EOV, at which time Extended Support, if available, would apply to Version 7.0; and

(b) For Tool Software, Licensor will provide Support for the current Release of the Software and the prior Release, but only for a maximum of 12 months after release of the current Release. For example, assuming Releases 5.0 and 5.1 exist, as Licensor makes generally available its latest Release, 5.2, Licensor would designate Release 5.0 as EOR, at which time Extended Support, if available, would apply to Release 5.0.

3.7 Unless otherwise designated by Licensor on the Support Site:

(a) for Software to be installed at locations in North America, Asia, and South America, "Support Hours" are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by Licensor in the United States; and

(b) for Software to be installed at locations in Europe, Middle East, and Africa, "Support Hours" are 8:30 a.m. to 5:00 p.m. UK Time, Monday through Friday, excluding holidays observed by Licensor in the United Kingdom.

3.8 Upon Expedia's report of an Error, a Licensor representative will acknowledge the Error

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EXPEDIA CONFIDENTIAL

Page 19 of 23

1476509

D-0276-019

report by issuing a confirmation to Expedia, either by phone or email, and Licensor will assign a Severity Level to the Error based on the type of issue reported, according to the following schedule:

Severity Level	Condition	Service Hours	Initial Response	Communication /Status Updates	Action Plan
1	**Production Down Emergency**: An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" Error is both severe and mission-critical.	Expedia must report Severity Level 1 Errors by phone. Once the Error is identified and logged, Licensor will provide services to resolve the Error on a diligent-efforts priority basis seven days per week until the Error has been resolved, received a Patch, resulted in a Bypass, or downgraded to a lower priority or Severity Level.	Provide a phone response within 1 hour during Support Hours.	Provide subsequent updates every 2 hours thereafter, or as mutually agreed with Expedia.	Provide action plan within 4 hours for the development of a Patch or Bypass. Licensor will provide a Bypass or Patch within 24 hours once the Error has been confirmed or reproduced. After development of the Patch or Bypass (if applicable), Licensor will notify Expedia of inclusion of the Patch or a solution in a Service Release.
2	**Production Impaired**: An Error that causes major functionality of Software to be inhibited, but the Error does not materially disrupt Expedia's business.	Error will be worked on during Support Hours.	Provide a written or phone response within 4 hours during Support Hours.	Provide subsequent updates every 4 hours thereafter during Support Hours or as mutually agreed with Expedia.	Provide an action plan within 2 Business Days for a Bypass. Licensor provide a Bypass within 5 business days once the Error has been confirmed or reproduced. If resolution requires a Patch, Licensor will notify the Expedia of inclusion of the Patch or a solution in a Service Release.
3	**Production Inhibited**: An Error that inhibits a feature of the Software, but the Error does not materially disrupt Expedia's business.	Error will be worked on during Support Hours.	Provide a written or phone response within 1 Business Day.	Provide subsequent updates as mutually agreed with Expedia.	Consider for correction or inclusion in the next Release.

1476509

D-0276-020

| 4 | **General Assistance**: A "how to" question or an Error that is minor or cosmetic in nature or an enhancement to be considered for a future Release. | Error will be worked on during Support Hours. | Provide a written or phone response within 2 Business Days. | Provide subsequent updates as mutually agreed with Expedia. | Consider for correction or inclusion in the next Release. |

4. TERM, TERMINATION, REINSTATEMENT

4.1.   Support and Maintenance during any Annual Support Period (after the Initial Support Period) will be subject to Licensor's Support and Maintenance Policy in effect for the Software at the time of such renewal. Licensor shall make available to Expedia any new Support and Maintenance Policy prior to the Annual Support Period for which such policy shall be effective.

4.2.   After the second one-year renewal of Support and Maintenance Services, Support Fees applicable to any subsequent Annual Support Period may be increased by Licensor, but no increase may exceed the most recently available annual change in CPI.

4.3.   Licensor may, at its sole discretion, reinstate lapsed or terminated Support and Maintenance, in accordance with its then-current policies, upon payment by Expedia of the Support Fees for the new term.

4.4.   If Licensor: (a) fails three (3) times in any six-month period of a Support Period to provide Expedia with a Patch or correction in a Service Release within the time frames set forth in the table set forth in Section 3.8 above; or (b) designates any individual Platform Version as EOL, Expedia may in its sole discretion elect to terminate the then-current Support Period without penalty and Licensor will, within thirty days after the effective date of such termination, refund to Expedia a pro rata portion of any pre-paid and unearned Support Fees.

5. EXCLUSIONS

Services outside the scope of this policy are subject to availability of resources and will be charged for separately at Licensor's then-current rates for those services. The following are outside the scope of this policy:

(a) Support provided outside of the Support Hours;

(b) customization; installation of any software or product, Patch (including for a Bypass), Service Release, Release, or Version; integration; consulting; and training;

(c) optional, separately-priced, or separately licensed Software features made generally available by Licensor to its clients that do not have the same functionality as or similar functionality to the Software;

(d) any problem resulting from the following: operator error; a problem or loss not attributable to the Software; third-party components no longer supported by the third party; negligence of Expedia or any third party; or a problem resulting from a use or modification of the Software not authorized or approved by Licensor in writing; and

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EXPEDIA CONFIDENTIAL

1476509

D-0276-021

   (e) Support or Maintenance for any software (including any custom software) other than Software.

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EXPEDIA CONFIDENTIAL

1476509

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D-0276-022

Exhibit C – Licensor Affiliates

Dash Optimization Co., Ltd.
Dash Optimization Limited
Dash Optimization, Inc.
Data Research Technologies, Inc.
Fair Isaac (ASPAC) Pte. Ltd.
Fair Isaac Asia Holdings, Inc.
Fair Isaac Asia Pacific Corp.
Fair Isaac Brazil, LLC
Fair Isaac Credit Services, Inc.
Fair Isaac Europe Limited
Fair Isaac Hong Kong Limited
Fair Isaac India Software Private Limited
Fair Isaac Information Technology (Beijing) Co. Ltd.
Fair Isaac International Canada Corporation
Fair Isaac International Corporation
Fair Isaac International Limited
Fair Isaac International UK Corporation
Fair Isaac IP Associates
Fair Isaac Network, Inc.
Fair Isaac SA Limited
Fair Isaac Sales and Services (India) Private Limited
Fair Isaac Services Limited
Fair Isaac Software, Inc.
Fair Isaac UK Group Limited
Fair Isaac UK Holdings, Inc.
Fair, Isaac do Brasil Ltda.
Fair, Isaac International Mexico Corporation
HNC Software LLC
London Bridge Group of North America, Inc.
London Bridge Software (SA) Limited
London Bridge Software Holdings Limited
myFICO Consumer Services Inc.

1476509

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D-0276-023